

IN THE UNITED STATES DISTRICT COURT

U.S. DISTRICT COURT

FOR THE DISTRICT OF NEW JERSEY

2009 AUG -6 A 9:42

09-3892 (PGS-ES)

Jay L Thomas

EX PARTE

MOTION FOR

TEMPORARY

RESTRAINING

V

ORDER

AND ORDER

TO SHOW

CAUSE

FOR

PRELIMINARY

INJUNCTION

TD BANK NORTH d/b/a TD BANK N.A.

PLACE NOTICE that pursuant to FRCP 65.1 Plaintiff hereby seeks

1. A Temporary Restraining Order immediately enjoining defendants TD Bank North and their agents TD Bank from charging and collecting overdraft fees. In violation of 12 CFR 205.11 electronic fund regulation E and has violated Electronic Funds Transfer Act 15 U.S.C. 1693F

15 U.S.C. 1693 H and 15 U.S.C 1693M

2. An order requiring that TD Bank North to waive overdraft fees.

3 On a date and time to be set by the Court, a preliminary injunction enjoining Defendant TD Bank to refund provisional credit.

This motion for temporary restraining order for the order requiring enjoining defendants from charging overdraft fees, waive overdraft fees and refunding provisional balance.

*Order To Show Cause is denied \*  
Peter H. Mendi  
8/5/09*

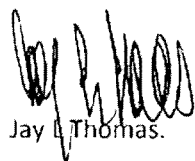
*Plaintiff must  
file complaint and  
serve defendant.*

Plaintiff, Jay L Thomas of full age and says: Plaintiff by the undersigned attorney Pro Se moves this court for Preliminary Injunction rule 65.1 This motion for a temporary restraining order; enjoining defendant and concert or participation with them for allowing unauthorized transactions which are caused by computational errors by financial institution the amount 140.00. TD Bank North will not re-credit Provisional Credit of 140.00 Brief is not necessary. I will propose a statement. My position is, TD Bank North did not process stop payment on a purchase made as requested pursuant to 15 U.S.C. 1693 H. TD Bank North did not allow plaintiff to fill out error resolution sheet Pursuant to 1693 f. In addition, TD Bank North concluded investigation and stated that the plaintiff will not receive a credit. I will propose a statement. My position, plaintiff states unless restrained from by this Court, defendant TD Bank North will do the described acts of not processing provisional credit to account pursuant to 15 U.S.C. 1693f and continue to charge overdraft fees. Plaintiff will suffer irreparable harm if injunctive relief is not granted. The plaintiff will prevail on the merits. In balancing the equities, the non- moving parties will not be harmed more than the [moving party] is helped on the merits by the injunction and granting the injunction is in the public interest.

Factual Background on July 2, 2009. Plaintiff made an electronic card purchase with National Consumer Law Center for the amount of 140.00 which was taken out of account on July 3, 2009. Plaintiff makes a deposit of 80.00 account is minus -43 dollars. Plaintiff requests a stop payment on purchase. Plaintiff is told that stop payment can't be done until charges hit the account. Plaintiff is not assisted with stop payment. On July 4, 2009 Plaintiff receives a post memo payment of 140.00 On or about July 4, 2009

Plaintiff withdraws 80.00 and is left with a balance of \$15.18. memo post of 140.00 which left plaintiff with 97.00 Balance On or about July 5, 2009 plaintiff deposits 36.00 Dollars into account On 7/6/06 Plaintiff withdraws 36.00 dollars and has a balance of .62 cents Plaintiff was never overdrawn and should not be charged overdraft fees. Plaintiff's is told memo post was done in error payment of 140.00 is taken back and charged and 175.00 overdraft fees after receiving refund from merchant ( National Consumer Law Center) on July 9, 2009. Five days latter plaintiff is charged with multiple 35.00 fees

Respectfully submitted



Jay L. Thomas.